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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

NABIL KHLAFA,

Plaintiff,

v.

**OREGON HEALTH AND SCIENCE
UNIVERSITY, DANNY JACOBS,
DARRYL WALKER, CATHRYN
DAMMEL, ILONA COX, SALLYDAY
EISELE,**

Defendants.

Case No. 3:23-cv-01013-SI

**DEFENDANTS’ OREGON HEALTH AND
SCIENCE UNIVERSITY, DANNY
JACOBS, DARRYL WALKER,
CATHRYN DAMMEL, ILONA COX, AND
SALLYDAY EISELE’S ANSWER TO
PLAINTIFF’S COMPLAINT**

JURY TRIAL DEMANDED

In answer to plaintiff’s Complaint, defendants’ Oregon Health and Science University (“OHSU”), Danny Jacobs (“Jacobs”), Darryl Walker (“Walker”), Cathryn Dammel (“Dammel”), Ilona Cox (“Cox”), and Sallyday Eisele (“Eisele”), (collectively “defendants”) admit, deny, and allege as follows:

1. Defendants properly removed this action to federal court.
2. Plaintiff is a former employee of OHSU who left employment voluntarily on

November 16, 2022, pursuant to a settlement agreement.

3. Defendants admit that OHSU is a public entity and teaching facility that employed defendants Jacobs, Walker, Cox and Eisele. Defendants further admit that OHSU contracted with defendant Dammel to perform an investigation into complaints against plaintiff in 2021.

4. Defendant OHSU admits that during plaintiff's employment, he filed various complaints with administrative agencies, all of which resulted in a "no cause" finding or a finding by the agency that the complaint was unsubstantiated.

5. Defendants admit that on November 7, 2022, plaintiff represented by his attorney, Russell Gomm, and Darryl Walker, counsel for OHSU, attended a settlement conference. Defendants admit that this resulted in plaintiff and OHSU entering into a separation agreement and general release. Defendants admit that the separation agreement and general release were entered into voluntarily by plaintiff, represented by competent counsel. Defendants further admit that the terms of the release included an agreement that plaintiff's employment would voluntarily end on November 16, 2022, that plaintiff would receive money for wages and attorney's fees, and in exchange, plaintiff agreed to release all claims of any kind, known or unknown, suspected or unsuspected, and/or asserted or unasserted against OHSU and its agents. Defendants further admit that the payments due under the separation agreement and general release were paid.

6. Except as specifically admitted in paragraphs 1 through 5 above, defendants deny each and every remaining allegation in plaintiff's Complaint and the whole thereof.

FIRST DEFENSE

(Statute of Limitations)

7. Plaintiff's claims are barred by the applicable statutes of limitations.

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SECOND DEFENSE

(Settlement/Accord and Satisfaction/Payment/Release)

8. All of plaintiff's claims are barred by the settlement agreement entered on November 15, 2022, which resulted from negotiations between the parties and their counsel, reflected a meeting of the minds on the same, and for agreed consideration. Defendants performed all obligations under the settlement agreement, including full payment of amounts due and plaintiff released defendants from any and all claims, including those brought here.

THIRD DEFENSE

(Equitable Defenses)

9. Plaintiff accepted defendant OHSU's payment and performance under the settlement agreement. As a result, his claims are barred in whole by the equitable doctrines of laches, waiver, estoppel, and unclean hands.

FOURTH DEFENSE

(Failure to State a Claim)

10. Plaintiff fails to allege facts sufficient to constitute a claim against any of the individual defendants and OHSU.

FIFTH DEFENSE

(Additional Defenses)

11. Defendants reserve the right to raise additional defenses that may become apparent during the course of discovery.

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WHEREFORE, having fully answered plaintiff's Complaint, defendants pray for judgment in their favor, including an award of costs and disbursements incurred herein.

DATED this 13th day of July, 2023.

HART WAGNER, LLP

By: /s/ Karen O'Kasey

Karen O'Kasey, OSB No. 870696

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Of Attorneys for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 13th day of July, 2023, I served the foregoing

DEFENDANTS' ANSWER TO PLAINTIFF'S COMPLAINT on the following party at the following address:

Nabil Khlafa
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Pro Se Plaintiff

by electronic means through the Court's Case Management/Electronic Case File system.

/s/ Karen O'Kasey

Karen O'Kasey